

UNOFFICIAL COPY

Together with all the tenements, hereditaments and appurtenances thereunto belonging and the rents, issues and profits thereof and all gas and electric fixtures, engines, boilers, furnaces, ranges, heating and lifting apparatus and all fixtures now in or that shall hereafter be placed in any building now or hereafter standing on said land, and all the estate, right, title and interest of the said party of the first part of, in and to said land; hereby expressly releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois; TO HAVE AND TO HOLD the same unto the said party of the second part, its successor in trust, FOREVER, for the uses and purposes and upon the trusts herein set forth.

And the said party of the first part does covenant and agrees as follows: To pay said indebtedness and the interest thereon as herein and in said notes provided; to pay all taxes and assessments levied on said premises and when the same shall become due and payable and to keep all buildings at any time situated on said premises in good repair and to suffer no lien of mechanics or material men, or other claim, to attach to said premises; to pay all water taxes thereon as and when the same shall become due and payable and neither to do, nor suffer to be done, anything whereby the security hereby effected or intended so to be shall be weakened, diminished or impaired; to keep all buildings which may at any time be situated upon said premises insured in a company or companies to be approved by the party of the second part or its successor in trust, the legal holder of said note, against loss or damage by fire for the full insurable value of such buildings for an amount not less than the amount of the indebtedness secured hereby and to cause such insurance policies, with the usual mortgage clause attached or other sufficient endorsement, to be deposited with said party of the second part as additional security hereunder and upon failure to so secure and deposit such insurance policies, said second party its successor in trust, or the legal holder of said note, is hereby authorized to procure the same, and all moneys which may be advanced by said party of the second part, or its successor in trust, or by the legal holder of said note, or any of them, for the aforesaid purposes, or any of them, or to remove encumbrances upon said premises or in any manner protect the title or estate hereby conveyed, or expended in or about any suit or proceedings in relation thereto, including attorneys' and solicitors' fees, shall with interest thereon at seven per cent per annum, become so much additional indebtedness secured hereby; but nothing herein contained shall render it obligatory upon said party of the second part, or its successor in trust, or the legal holder of said note, or any of them, to so advance or pay any such sums as aforesaid.

In the event of a breach of any of the aforesaid covenants or agreements, or in case of default in payment of any note secured hereby, or in case of default in the payment of one of the installments of interest thereon, and such default shall continue for thirty (30) days after such installment becomes due and payable, then at the election of the holder of said note or notes or any of them, the said principal sum together with the accrued interest thereon shall at once become due and payable; such election being made at any time after the expiration of said thirty (30) days without notice, and thereupon the legal holder of said indebtedness, or any part thereof, or said trustee, or its successor in trust, shall have the right immediately to foreclose this trust deed and upon the filing of a bill for that purpose, the court in which such bill is filed, may at once and without notice appoint a receiver to take possession or charge of said premises free and clear of all homestead rights or interests, with power to collect the rents, issues and profits thereof, during the pendency of such foreclosure suit and until the time to redeem the same from any sale made under any decree foreclosing this trust deed shall expire, and in case proceedings shall be instituted for the foreclosure of this trust deed, all expenses and disbursements made or incurred in behalf of the complainant, including reasonable solicitors' fees, outlays for documentary evidence, stenographers' charges, costs of procuring a complete abstract of title, showing the whole title to said premises, embracing such foreclosure decree, shall be paid by the said party of the first part, and such fees, expenses and disbursements shall be so much additional indebtedness secured hereby and shall be included in any decree entered in such proceedings for the foreclosure of this trust deed, and such proceedings shall not be dismissed or a release hereof given until all such fees, expenses and disbursements and all the cost of such proceedings have been paid and out of the proceeds of any sale of said premises that may be made under such decree of foreclosure of this trust deed, there shall be paid, First: all the cost of such suit, including advertising, sale and conveyance, attorneys' solicitors', stenographers' and trustees' fees, outlays for documentary evidence and costs of such abstract and examination of title. Second: All moneys advanced by the party of the second part or the legal holder of said note, or any of them for any other purpose authorized in this trust deed, with interest on such advances at seven per cent per annum. Third: All the accrued interest remaining unpaid on the indebtedness hereby secured. Fourth: All of said principal sum remaining unpaid. The overplus of the proceeds of sale shall then be paid to said party of the first part or to his legal representatives or assigns on reasonable request.

In case of the default of the payment of the indebtedness secured hereby or the breach of any of the covenants and agreements entered into on the part of the party of the first part, said party of the first part hereby waives all right to the possession, income and rents of said premises, and it thereupon shall be lawful for the party of the second part, its successor in trust, to enter into and upon and take possession of said premises and to let the same and receive and collect all rents, issues and profits thereof.

AND THE SAID PARTY OF THE FIRST PART further agrees that in case of a foreclosure decree and sale of said premises thereunder, all policies of insurance provided for herein may be re-written or otherwise changed so that the interest of the owner of the master's certificate of sale, under such foreclosure, shall be protected to the same extent and in like manner as the interest of the legal holder of the note herein described is protected by such policies.

Upon full payment of the indebtedness aforesaid and the performance of the covenants and agreements hereinbefore made by the said party of the first part, a reconveyance of said premises shall be made

by the said trustee, or its successor in trust or its legal representatives, to said party of the first part upon receiving its reasonable charge therefor, and in case of the death, resignation, absence

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or removal from said

County, or other inability to act of said trustee,

when its action hereunder may be required by any person entitled thereto, then

CHICAGO TITLE AND TRUST COMPANY, CHICAGO, ILLINOIS is hereby appointed and

made successor in trust herein, with like power and authority as is hereby vested in said trustee.

"Legal holder" referred to herein shall include the legal holder or holders, owner or owners of said note or notes, or indebtedness, or any part thereof, or of said master's certificate of sale and all the covenants and agreements of the said party of the first part herein shall extend to and be binding upon them or their heirs, executors, administrators or other legal representatives and assigns.

Parties of the first part, jointly and severally further covenant and agree:

1. That they will pay each month, in addition to the principal and interest, as one monthly payment an amount equal to 1/12 of the annual taxes, and special assessment in payments, if any, and premiums for insurance for fire and other hazards to protect the party of the second part, which sum is to be held by holder of Note to pay said items when due, and the party of the first part further agrees to secure said bills and deliver them to holder of note; the holder of the Note shall not be obliged to obtain said bills; nor to advance any funds beyond those it holds, and it shall have sole discretion in their allocation and payment, and it shall have the right to pay bills for the above as rendered.
2. That they will not pay more than 20% of the original amount of the Note secured by this Trust Deed in any one year, computed from the anniversary date of the Note, unless a compensatory premium to said holder of Note of 2% of the amount exceeding the above 20% when such prepayment is made, and this right shall not be cumulative;
3. They will not sell the property herein conveyed nor make any conveyance of the title of said property, nor in any effect a change of ownership while any part of the indebtedness secured hereby is not fully paid, and in the event they do so, such act shall cause the entire sum due holder of the note secured hereby shall then become due and payable, at sole election of holder of note.

Witness the hand and seal of the said party of the first part, the day and year first above written.

James J. Wolfe _____ Seal
Charice Ann Getzink _____ Seal

The Note secured by this Trust Deed has been identified herewith. Reg. 3340
FIRST NATIONAL BANK OF SKOKIE _____ Seal

By: *Charles Langford*
Vice President

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M J R A V I E R A

STATE OF ILLINOIS

COUNTY OF COOK

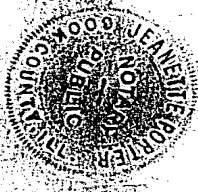
} SS.

I, The Undersigned

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
are
FREDERICK P. NETZNIK and Clarice Ann Netznik, his wife/, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that they signed, sealed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the
right of homestead.

Given under my hand and notarial seal, this 17th day of October
A. D. 1970

Janette Porter
Notary Public



COOK COUNTY, ILLINOIS
FILED FOR RECORD

Edwin R. Risher
Recorder of Deeds

OCT 20 '70 9 52 AM

21294242

Approved by The Chicago Real Estate Board
The Chicago Title and Trust Co.

Trust Deed
Insurance and Receiver

Frederick P. Netznik and
Clarice Ann Netznik, His Wife

TO
FIRST NATIONAL BANK OF SKOKIE

ADDRESS OF PROPERTY:
8556 Central Park, Skokie, Illinois

MAIL TO: FIRST NATIONAL BANK OF SKOKIE
8001 Lincoln Avenue
Skokie, Illinois 60076

GEORGE COLE COMPANY
BOX 533

END OF RECORDED DOCUMENT